

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

In re:

Endicott Interconnect Technologies, Inc., *et al.*,¹

Debtors.

)
)
)
) Chapter 11

) Case No. 13-61156

)
) Jointly Administered
)
)
)

NOTICE OF ASSUMPTION AND ASSIGNMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On August 23, 2013, the United States Bankruptcy Court for the Northern District of New York (the “Bankruptcy Court”) entered an order (the “Bidding Procedures Order”),² approving, among other things, the fixing of cure amounts (the “Cure Amounts”) related to the Debtors’ potential assumption, assignment and/or transfer of certain executory contracts, unexpired leases, and other agreements (the “Assumed Agreements”) listed on **Exhibit A** annexed hereto in connection with the proposed sale of certain of the Debtors’ assets (the “Assets”). The Debtors intend to assume, assign, and/or transfer some or all of the Assumed Agreements to the Successful Bidder or Backup Bidder for the Assets as determined pursuant to the bidding procedures (the “Bidding Procedures”) approved by the Bankruptcy Court and attached to the Bidding Procedures Order as Schedule 1.

2. The Debtors believe that any and all defaults (other than the filing of these Chapter 11 Cases) and actual pecuniary losses under the Assumed Agreements can be cured by the payment of the Cure Amounts listed on **Exhibit A** annexed hereto.

3. Any objections to (i) the assumption, assignment and/or transfer of an Assumed Agreement, or (ii) the amount asserted as the Cure Amount (each, a “Cure Amount/Assignment Objection”), must be in writing and set forth with specificity the nature of the objection and the cure amount that the objecting party believes should be paid in connection with the assumption of the Assumed Agreement (the “Claimed Cure Amount”). In addition, if the Debtors identify additional executory contracts or unexpired leases that might be assumed by the Debtors and assigned to the Successful Bidder or Backup Bidder which are not set forth in this Notice of Assumption and Assignment, the Debtors shall promptly send a supplemental notice (a “Supplemental Notice of Assumption and Assignment”) to the applicable counterparties to such

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Endicott Interconnect Technologies, Inc. (2350) and EI Transportation Company, LLC (4961).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

additional executory contracts and unexpired leases; however, in no event shall the Debtors send a Supplemental Notice of Assumption and Assignment to the applicable non-debtor counterparties after September 19, 2013.

4. To be considered a timely Cure Amount/Assignment Objection, a Cure Amount/Assignment Objection must be filed with the Bankruptcy Court and served upon (i) counsel to the Debtors, Bond Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York, 13202, Attn: Stephen A. Donato, Esq., Camille W. Hill, Esq. and Grayson T. Walter, Esq.; (ii) counsel to the Committee, Arent Fox, LLP, 1675 Broadway, New York, New York 10019, Attn: Robert M. Hirsh, Esq. and George V. Utlik, Esq.; (iii) counsel to M&T Bank, Coughlin & Gerhart, L.L.P. 99 Corporate Drive, Binghamton, New York 13904, Attn: Mark S. Gorgos, Esq.; (iv) counsel to William and David Maines, McNamee, Lochner, Titus & Williams, P.C., 677 Broadway, P.O. Box 459, Albany, New York, 12201-0459, Attn: Peter A. Pastore, Esq.; (v) counsel to Integrian Holdings, LLC, Menter, Rudin & Trivelpiece, P.C., 308 Maltbie Street, Suite 200, Syracuse, New York 13204, Attn: Jeffrey A. Dove, Esq.; and (vi) the office of the United States Trustee for the Northern District of New York, 10 Broad Street, Room 105, Utica, New York 13501, Attn: Guy A. Van Baalen, Esq. (collectively, the “Notice Parties”), by the later of (i) 4:00 p.m. (prevailing Eastern time) on August 30, 2013 or (ii) five (5) days after service of the relevant Supplemental Notice of Assumption and Assignment.

5. If a Cure Amount/Assignment Objection is timely filed, the Debtors may, after consultation with the Committee, resolve any Cure Amount/Assignment Objection by mutual agreement with the objecting counterparty to any Assumed Agreement without further order of the Court. The Debtors may also file a written response to the Cure Amount/Assignment Objection with the Bankruptcy Court no later than 4:00 p.m. on September 6, 2013. In the event that the Debtors and any objecting party are unable to consensually resolve any Cure Amount/Assignment Objection, the Bankruptcy Court will resolve any such Cure Amount/Assignment Objection at a hearing to be held at 11:00 a.m. on September 11, 2013 or such later date as the Court may determine.

6. Unless a Cure Amount/Assignment Objection is timely filed and served, the assumption, assignment and/or transfer of the Assumed Agreements may proceed without further notice to counterparties to the Assumed Agreements.

7. Parties that fail to file and serve timely Cure Amount/Assignment Objections shall be deemed to have waived and released any and all rights to assert against the Debtors, the Successful Bidder or Backup Bidder cure amounts different from the Cure Amounts listed on **Exhibit A** hereto and shall be forever barred and estopped from asserting or claiming against the Debtors, the Successful Bidder or Backup Bidder, or any assignee of any Assumed Agreement that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assumed Agreement.

8. To the extent that a Cure Amount/Assignment Objection remains unresolved as of the Bid Deadline, and the Bankruptcy Court subsequently determines that the Cure Amount for the subject Assumed Agreement is greater than that set forth in the Cure Amounts identified on **Exhibit A** hereto, the Successful Bidder may elect to reclassify such Assumed Agreement as an

Excluded Contract at any time prior to the earlier to occur of the Closing or the day that is five (5) business days following such determination by the Bankruptcy Court.

9. The Debtors, the Successful Bidder or the Backup Bidder, as the case may be, may determine to exclude any executory contract or unexpired lease from the Assets to be assumed and sold or assigned at any time prior to the Sale Hearing. The non-debtor party or parties to any such excluded contract or lease will be notified of such exclusion by written notice mailed within three (3) business days following the conclusion of the Sale Hearing.

10. If no Cure Amounts are due under an Assumed Agreement, or the non-debtor party to the Assumed Agreement does not otherwise object to the Debtors' assumption, assignment and/or transfer of the Assumed Agreement, no further action needs to be taken on the part of that non-debtor party.

11. The Debtors' decision to sell, assign and/or transfer to the Successful Bidder or Backup Bidder the Assumed Agreements is subject to Bankruptcy Court approval and the closing of the sale of Assets. Accordingly, absent such closing, none of the Assumed Agreements shall be deemed to be assumed, sold, assigned and/or transferred, and shall in all respects be subject to further administration under the Bankruptcy Code. The inclusion of any document on the list of Assumed Agreements shall not constitute or be deemed to be a determination or admission that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

12. This notice is subject to the fuller terms and conditions of the Bidding Procedures Order which shall control in the event of any conflict and the Debtors encourage parties-in-interest to review that document in its entirety. Parties interested in receiving more information regarding the sale of the Assets or obtaining a copy of the Bidding Procedures Order may make a written request to counsel to the Debtors, Bond Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York, 13202, Attn: Stephen A. Donato, Esq., Camille W. Hill, Esq. and Grayson T. Walter, Esq. In addition, copies of the Bidding Procedures Order and this notice can be found on the Bankruptcy Court's electronic case management website, <http://ecf.nynb.uscourts.gov> and are on file with the Clerk of the Bankruptcy Court.

Dated: August 23, 2013
Syracuse, New York

By: Camille W. Hill
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Camille W. Hill, Esq., Bar Roll No. 501876
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Counsel to the Debtors and Debtors in Possession

Exhibit A

To Notice of Assumption and Assignment

[Assumed Agreements]

Endicott Interconnect Technologies, Inc.
Contracts
Prepared 8/23/13

Service & Supply Contracts

Counterparty	Service / Supply Provided	Period of Service	PO #	Cure Amount
Acculogic	PSA Silver Hardware Support	10/21/12 - 10/20/13	127343	\$ 12,597.49
Annese & Associates	IT Network Support	8/1/13 - 10/31/13	131117	\$ -
Answerthink-SAP America	SAP License Renewal	1/1/13 - 12/31/13	129069	\$ 51,945.36
Ansys Inc	Software License	2/1/13 - 1/31/14	129264	\$ 49,510.00
Armstrong	Telephone Service	2/1/13 - 1/31/14	128971	\$ -
Cadence Design	Software License	3/17/13 - 3/16/14	129334	\$ 29,490.00
Camtek	Service on AOI Tools	7/10/13 - 3/31/14	131292	\$ -
Electro Scientific Industries	Service on Laser Drills	8/1/13 - 3/31/14	130953	\$ -
Exostar	Supply Chain Platform Membership	3/23/13 - 3/23/14	129248	\$ -
Fastechologies	Drill Software Maintenance	8/15/13 - 8/14/14	131140	\$ -
Google Inc	Message Security	4/13 - 4/14	129802	\$ -
Group Basis	SAP Basis Support	8/31/13 - 3/31/14	130981	\$ -
I Secure	Palo Alto Networks Bright Cloud URL Filtering	6/29/13 - 6/29/14	130550	\$ 13,619.16
Infinite Graphics	IGI Par Cam Maintenance	5/1/12 - 4/30/13	130277	\$ -
Insight Direct	Symantec Anti-Virus	3/13 - 3/14	129054	\$ 9,551.42
Kronos	Software & Equipment Support	9/1/13 - 8/31/14	130747	\$ -
Linde North America	Gas Supply Agreement & Equipment Maint	7/10/13 - 12/31/13	131294	\$ -
Linde North America	Gas Tank Fees	7/10/13 - 12/31/13	131295	\$ -
Linde North America	Gas Tank Fees	7/10/13 - 12/31/13	131296	\$ -
Mailfinance Corp	Postage Machine	4/13 - 4/14	129798	\$ -
Mentor Graphics	VPL Subscription	7/11/13 - 7/10/14	131013	\$ -
Oracle USA	SAP ME Support	10/12 - 10/13	126754	\$ 12,593.29
Orbotech, Inc.	Software Maintenance Agreement			\$ -
Polar Instruments Inc	Polarcare Maintenance & Support	6/13 - 6/14	130915	\$ -
Right90	Right90 Sales Forecast Tool Licenses	11/12 - 10/13	128339	\$ 31,250.00
Rogers Services Group	IT Offsite Tape Storage	9/13 - 9/14	131288	\$ -
Salesforce.com	Salesforce Licenses	4/15/12 - 4/14/15	124889	\$ 28,350.00
SAP America	SAP ME Maintenance	1/1/13 - 12/31/13	129053	\$ 34,403.67
Siemens Product Life Cycle	PLM Software Maintenance	3/13 - 3/14	129510	\$ 7,806.15
Sirius Computer Solutions	IBM Sirius Hardware Maintenance	8/26/11 - 8/25/12	113633	\$ 4,752.19
Sirius Computer Solutions	WCS Standard K9 Licenses	6/26/13 - 6/25/14	130969	\$ -
Sirius Computer Solutions	Vmware Support	3/13 - 3/14	129238	\$ -
Supply Frame	Quote FX Subscription	9/1/12 - 8/31/13	127400	\$ 500.00
Time Warner	Internet Service	4/1/13 - 3/31/14	129804	\$ -
Tri Cities Communication	Answering Service	4/13 - 4/14	129740	\$ 67.77
Trubiquity Systems	Trubiquity Maintenance	6/13 - 6/14	130707	\$ -
Vibrant Creative	Website Service	8/13 - 3/14	131293	\$ -
Video Jet	JETEC Printer Service	7/10/20 - 9/30/13	131015	\$ -

Contractor / Subcontractor / Purchase Agreements

Counterparty	Type	Date	Cure Amount
Global CMS	Contractor Agreement	10/16/12	\$ -
Global CMS	Contractor Agreement	8/14/07	\$ -
High Performance Copper Foil	Purchase Agreement	11/12/09	\$ -
IBM Corporation	Subcontract Agreement	2/5/09	\$ -
PKG Equipment	Subcontract Agreement	6/22/11	\$ -
The Research Foundation of SUNY	Subcontract Agreement	9/26/12	\$ -

Leases

Counterparty	Type	Date	Cure Amount
Banc of America Leasing & Capital	Equipment Master Lease Agreement	11/20/08	\$ -
Cisco Capital	Equipment Master Lease Agreement	3/25/11	\$ 29,557.00
The CIT Group/Equipment Financing	Amendment to Equipment Master Lease Agreement	4/8/13	\$ -
HP Financial Services	Business Lease Agreement	3/29/13	\$ -
Huron Real Estate Associates	Real Estate Lease Agreement	1/1/08	Unknown
IBM Credit, LLC	Term Lease Supplement	6/2010	\$ -
IBM Credit, LLC	Term Lease Supplement	7/2010	\$ -
Sonoscan	Rental Plan Master Agreement	8/14/13	\$ -

Customer Related Contracts & Agreements

Counterparty	Type	Date	Cure Amount
Anaren Microwave, Inc	Long Term Pricing Agreement	7/9/08	\$ -
Anaren Microwave, Inc	Supply Agreement	3/13	\$ -
Cadence Design Systems	Bailment, Supply & Access Agreement	12/14/12	\$ -
D.E. Shaw Research, LLC	Mfg Services Agreement	11/28/06	\$ -
Defense Microelectronics Activity	Cooperative R&D Agreement	8/18/08	\$ -
Defense Security Service	Government Contract (ending in 1023) for Acadian Limited Phase 2		\$ -
Department of the Army	Government Contract		\$ -
Harris Corporation	Strategic Partnership Agreement	3/3/10	\$ -
IBM Canada, Ltd	Product Unique Attachment Agreement for HPCC's	1/12/07	\$ -
IBM Corporation	Production Procurement Letter Agreement	2/21/13	\$ -
IBM Corporation	Customer Advance Agreement	2/13	\$ -
International Business Machines	Product Unique Attachment Agreement for PCB's	1/12/07	\$ -
International Business Machines	Product Unique Attachment Agreement for Card Assy's		\$ -
International Business Machines	Master Goods Agreement	1/12/07	\$ -
International Business Machines	IP Agreement	6/30/02	\$ -
Maryland Procurement Office	Government Contract (ending in 0141) for HP Repair Depot		\$ -
Maryland Procurement Office	Government Contract (ending in 1031) for Acadian CE		\$ -
Maryland Procurement Office	Government Contract (ending in 1033) for Acadian CE		\$ -
Maryland Procurement Office	Government Contract (ending in 1114) for Falcon		\$ -
Maryland Procurement Office	Government Contract (ending in 1118) for Adirondack I		\$ -
Maryland Procurement Office	Government Contract (ending in 1196) for Adirondack II		\$ -
Pacesetter, Inc	Supplier Partnering Agreement	12/10/07	\$ -
Siemens Medical Solutions, USA	Design & Prototype Agreement	8/3/12	\$ -
The Research Foundation of SUNY	Research Agreement	9/7/06	\$ -
The Research Foundation of SUNY	Staffing & Fiscal Services Agreement	3/28/11	\$ -
Western Geco A.S.	Master Purchase Agreement	10/26/10	\$ -

Manufacturer's Representative Agreements

Counterparty	Type	Date	Cure Amount
Alpha-Board GMBH	Manufacturer's Rep Agreement	8/31/09	\$ -
Elmatica AS	Manufacturer's Rep Agreement	12/1/10	\$ -
Eltek Ltd	Manufacturer's Rep Agreement	1/4/12	\$ -
Novapack Technologies	Manufacturer's Rep Agreement	1/1/06	\$ -
QPI Circuits BV	Manufacturer's Rep Agreement	12/1/10	\$ -
YourSource	Manufacturer's Rep Agreement	4/10/13	\$ -

Other Agreements

Counterparty	Type	Date	Cure Amount
DCAA Consulting	Consulting & Collection Agreement	8/15/13	\$ -
Orbotech, Inc.	Software License Agreement		\$ -
Panasonic Electric Works Co., Ltd	Licensing Agreement	12/7/07	\$ 996,066.51